



Report to the Auburn City Council

Action Item
Agenda Item No. 4
City Manager's Approval

To: Mayor and City Council Members
From: Reg Murray, Senior Planner
Date: June 11, 2012
Subject: Affordable Housing Agreement - Mercy Auburn Senior Apartments (585 Sacramento Street)

The Issue

Should the City Council approve the Affordable Housing Agreement for the Mercy Auburn Senior Apartment project located at 585 Sacramento Street?

Conclusions and Recommendation

The Auburn Community Development Department recommends that the City Council take the following actions:

- A. By Resolution, approve the Affordable Housing Agreement for the Mercy Auburn Senior Apartment project.

Background/Analysis

On August 9, 2010, the Auburn City Council approved the Mercy Auburn Senior Apartment project, a 60-unit affordable senior apartment project located on the Sisters of Mercy property at 585 Sacramento Street (Attachments 1&2). Project approval included a Lot Split to create a 2.9 acre lot for the apartment development; a Design Review Permit for site design, building architecture, landscaping and lighting; and a Use Permit that allowed a density bonus of 48 units (i.e. from 12 units to 60 units, total) and a planned unit development for a deviation to development standards.

In association with the density bonus approval noted above, Section 159.339 of the Auburn Municipal Code (AMC) requires that the developer of the project enter into an Affordable Housing Agreement with the City. City staff and the applicant developed the Agreement for the Mercy Auburn Senior Apartment project, which is provided with the attached Resolution (see Exhibit A).

The Agreement provides for fifty-nine (59) independent living apartments affordable to seniors over the age of 62 earning 20% to 50% of the Placer County Median Income. The term of the

Agreement is forty-five (45) years, which is consistent with separate requirements imposed by HUD. The Agreement will be recorded against the property following approval by City Council.

The Agreement has been reviewed by both the applicant's attorney and the City Attorney, and is ready for Council action.

Alternatives Available to Council; Implications of Alternatives

- Approve the Agreement as presented, or as modified by the City Council.
- Deny the Agreement subject to findings as developed by the City Council.
- Continue the request for staff to provide additional information for Council review.

Fiscal Impacts

Not applicable.

Additional Information

Please see the following for more details:

ATTACHMENTS

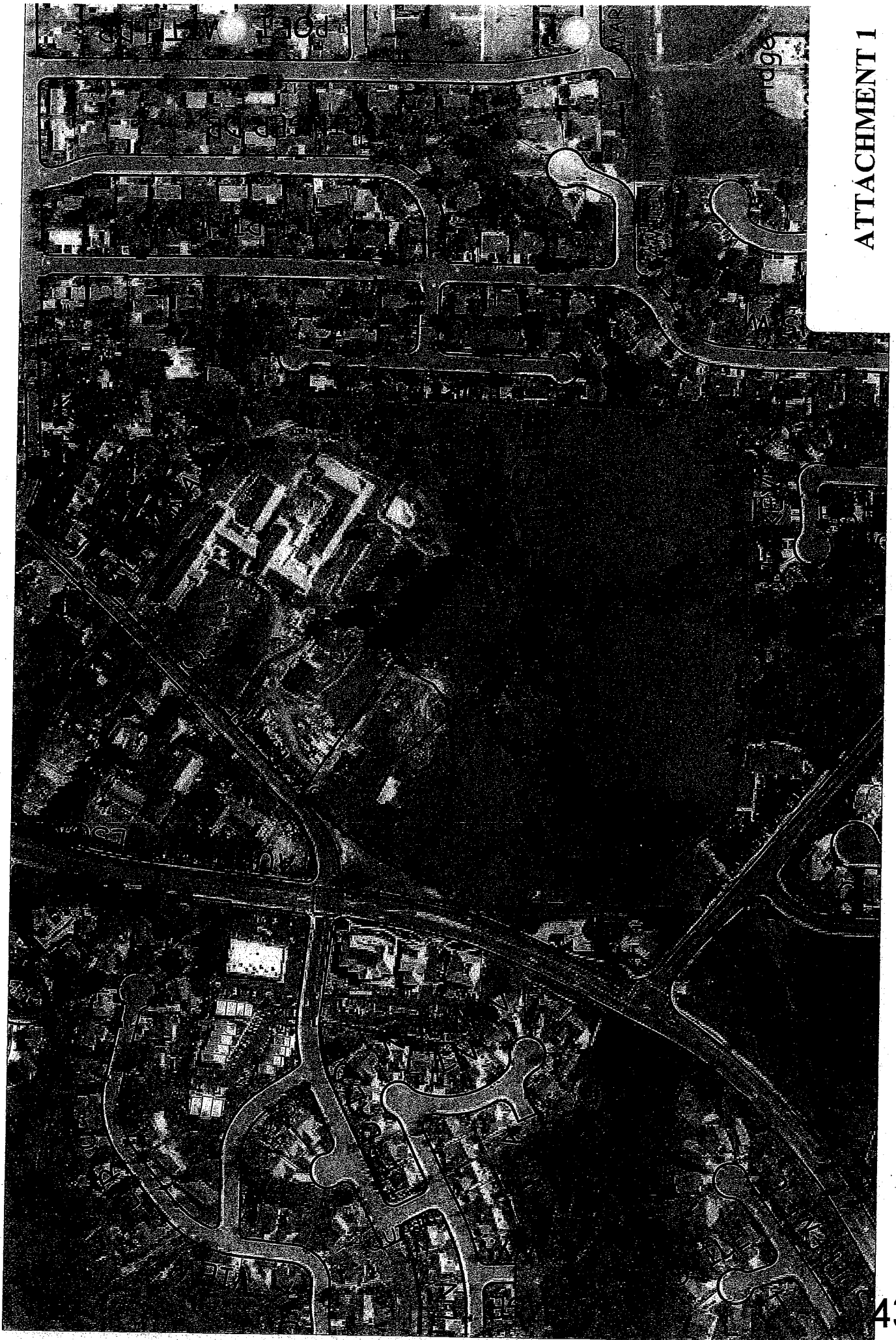
1. Vicinity Aerial Map
2. Project Site Plan

EXHIBITS

- A. City Council Resolution w/ Affordable Housing Agreement

P:\City Council\Reports\2012\Mercy Senior Apt Affordable Housing Agreement.ccrpt2

Mercy Auburn Senior Apartment Project



ATTACHMENT 1



RESOLUTION NO. 12-

**RESOLUTION APPROVING AN AFFORDABLE HOUSING AGREEMENT WITH
MERCY HOUSING CALIFORNIA FOR THE MERCY SENIOR APARTMENT PROJECT**

WHEREAS, on August 9, 2010, the City of Auburn City Council approved the Mercy Auburn Senior Apartment project, a 60-unit senior affordable apartment development on a 2.94 acre parcel at 585 Sacramento Street.

WHEREAS, project approval included a Use Permit (File UP 10-1) that included a density bonus of 48 units (from 12 units to 60 units, total).

WHEREAS, the developer of the Project is required to enter into an Affordable Housing Agreement as a requirement for receiving a density bonus pursuant to §159.339 (Affordable Housing Agreement); Chapter 159; Title XV of the Auburn Municipal Code.

WHEREAS, the Project includes a total of fifty-nine (59) independent living apartments affordable to seniors over the age of 62 earning 20% to 50% of the Placer County Median Income.

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby approve an Affordable Housing Agreement between Mercy Housing California and the City of Auburn to provide affordable senior housing in association with the Mercy Senior Apartment Project located at 585 Sacramento Street.

The Community Development Director is hereby authorized and directed to execute said Agreement on behalf of the City of Auburn.

1
2 DATED: June 11, 2012
3

4
5 Kevin Hanley, Mayor

6 ATTEST:

7
8 Joseph G. R. Labrie, City Clerk
9

10 I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
11 that the foregoing resolution was duly passed at a regular meeting of the City
12 Council of the City of Auburn held on the 11th day of June 2012 by the
following vote on roll call:

13 Ayes:

14 Noes:

15 Absent:

16 Joseph G. R. Labrie, City Clerk
17
18
19
20
21
22
23
24
25
26
27
28

AFFORDABLE HOUSING AGREEMENT

This AFFORDABLE HOUSING AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2012, (the "Effective Date") by and among the CITY OF AUBURN, a municipal corporation (the "City"), SISTERS OF MERCY OF THE AMERICAS WEST MIDWEST COMMUNITY, INC., a Missouri nonprofit corporation ("Fee Owner") and MERCY HOUSING CALIFORNIA 49, a CALIFORNIA LIMITED PARTNERSHIP (the "Developer"), with reference to the following facts:

A. On August 9, 2010, the City of Auburn City Council approved the Mercy Auburn Senior Apartment project, a 60-unit apartment development to be developed by the Developer (the "Project") on a 2.94 acre parcel at 585 Sacramento Street owned by Fee Owner more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The approval included a Lot Split (LS 10-1), Design Review Permit (DRP 10-1), Use Permit (UP 10-1), and Tree Permit (TP 10-1). The Use Permit included the approval of a density bonus of 48 units (from 12 units to 60 units, total).

B. This Agreement is required pursuant to §159.339 (Affordable Housing Agreement); Chapter 159; Title XV of the Auburn Municipal Code (the "Ordinance"), as a requirement for receiving a density bonus. Developer is required by the Ordinance to enter into a regulatory agreement as required and with the content specified by the Ordinance, on terms acceptable to the City. In accordance with the Ordinance, this Agreement shall be executed and recorded against the Property upon the recordation of the parcel map of the Property, or prior to issuance of building permits for the Property in the case of all other land use permits.

C. The Ordinance is administered by the Auburn Community Development Director (the "Director").

D. Developer will be the owner of a leasehold estate in the Property.

E. The Project includes a total of fifty-nine (59) independent living apartments affordable to seniors over the age of 62 earning 20% to 50% of the Placer County Median Income. One non-regulated unit is reserved for the on-site property manager. This Agreement is required to insure the affordability of the 59 senior affordable units.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

Section 1. Definitions. In addition to those terms defined in the Recitals to this Agreement, the following terms have the following meanings in this Agreement:

(a) "Affordable Unit" means an apartment unit affordable to seniors over the age of 62 earning 20% to 50% of the Placer County Median Income.

(b) "Approval" means any planned unit development or planned community development approval, subdivision approval, use permit, building permit or combined development permit for a residential development.

(c) "Household Income" means the combined adjusted gross income for all adult persons living in a unit, as calculated for the purpose of the Section 8 Program under the United States Housing Act of 1937, as amended, or its successor.

(d) "Median Income" means the median household income in Placer County published periodically by the State of California pursuant to California Code of Regulations, Title 25, Section 6932 (or successor provisions).

Section 2. Satisfaction of Affordable Housing Obligation and Conditions of Approval. The Affordable Housing conditions of the Project and the requirements of the Ordinance shall be satisfied with respect to the Property if the Developer constructs or causes to be constructed the affordable units meeting the requirements below. An amendment to this Agreement will be required to make any changes to the Affordable Units as they are described below, or to otherwise change the terms of this Agreement.

Section 3. Number of Units; Number of Affordable Units; Total Density Bonus Units. The Project provides the following units:

Total Units: 60 (12 Units plus 48 Density Bonus Units)
Affordable Units – 59 units
Manager's Unit – 1

Section 4. Qualifying Household Incomes of Affordable Units. Affordable units shall be affordable to seniors over the age of 62 earning 20% to 50% of the Placer County Median Income, with rents that do not exceed 30% of 50% of Placer County Median Income less an allowance for the cost of an adequate level of service for utilities paid by the tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV.

Section 5. Standards for calculating affordable rents. The following household and unit size assumptions shall be used for calculating affordable rents: 1 bedroom = 1.5 persons.

Section 6. Number of bedrooms; size of bedrooms.

- 1) fifty-nine (59) one (1) bedroom affordable units of approximately 575 square feet each; and
- 2) one (1) two (2) bedroom manager's unit of approximately 750 square feet.

Section 7. Required marketing efforts; selection of tenants. Developer shall adhere to its Affirmative Fair Marketing Plan approved by the US Department of Housing and Urban Development.

Section 8. Project phasing. The Affordable Units are to be built as one project without any phasing. Construction is anticipated to start in 2nd quarter of 2012 and be completed in the 3rd quarter of 2013.

Section 9. Enforcement. Developer shall provide to the City a self-certified rent roll evidencing units occupied by eligible households. Rent rolls shall be provided no later than one (1) year after the date the Project receives a Certificate of Occupancy from the City and by no later than the annual anniversary of the date of the Certificate of Occupancy each year thereafter. Such rent rolls shall include the following: for each unit covered by this Agreement, the rent, unit size, household income, household size, date tenancy commenced and other such information as the City may reasonably require to determine compliance with this Agreement.

Section 10. Concessions. In recognition of the affordable nature of the Project, the City is willing to:

- o (1) reduce the on-site parking requirements to one (1) on-site parking space per unit (inclusive of handicap and visitor parking) and;
- o (2) grant a density bonus greater than the amount required by Section 159.337 of the Auburn Municipal Code allowing for a density bonus of 48 units in addition to the 12 units permitted under Section 159.337 on the Property.

Section 11. Affordability term. The term of this Agreement and its affordability requirements shall be 45 years.

Section 12. Release of Property From Agreement. The covenants and conditions herein contained shall apply to and bind both the Fee Owner and the Developer and their respective heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden such portions of the Property until the term of this Agreement expires pursuant to Section 11 above. Until portions of the Property are released from the burdens of this Agreement pursuant to Section 11, the Fee Owner shall expressly make the conditions and covenants contained in this Agreement a part of any deed or other instrument conveying any interest in the Property.

Section 13. Records. Developer shall maintain complete and accurate records pertaining to the Affordable Units and, upon reasonable notice, shall permit any duly authorized representative of the City to inspect records pertaining to the Affordable Units, including the income and household size of the occupants of the Affordable Units.

Section 14. Default and Remedies. Failure of the Developer to cure any default in the Developer's obligations under the terms of this Agreement within thirty (30) days after the delivery of a notice of default from the City, or if such default cannot be reasonably cured within thirty (30) days, failure to commence to cure within such 30-day period and diligently pursue the cure to completion will constitute a default under this Agreement and a failure to satisfy the conditions of Approval with respect to the Property and the requirements of the Ordinance and, in addition to remedies for breach of this Agreement, the City may exercise any and all remedies available to it under the Subdivision Map Act, the Ordinance, or otherwise, with respect to the Developer's failure to satisfy the conditions of Approval and the requirements of the Ordinance, including but not limited to:

(a) instituting against the Developer, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;

(b) where one or more persons have received financial benefit as a result of violation of this Agreement or of any requirement imposed under the Ordinance, the City may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received;

(c) any other means authorized under the City of Auburn Municipal Code, including, but not limited to, any and all available equitable remedies, including injunction and specific performance.

Notwithstanding the foregoing, nothing in this Agreement should be construed or interpreted as a waiver of the City's role as the local government regulator of land uses within the City of Auburn, pursuant to the City's police power under Article 11, Section 7 of the California Constitution.

Section 15. Remedies Cumulative. No right, power, or remedy given to the City by the terms of this Agreement or the Ordinance is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such document, the Ordinance, or by any statute or otherwise against Developer and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 16. Attorneys Fees and Costs. The City shall be entitled to receive from the Developer or any person violating the requirements of this Agreement, in addition to any remedy otherwise available under this Agreement or at law or equity, whether or not litigation is instituted, the costs of enforcing this Agreement, including without limitation reasonable attorneys' fees and the costs of City staff time.

Section 17. Appointment of Other Agencies. At its sole discretion, the City may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform some or all of the City's obligations under this Agreement.

Section 18. Hold Harmless. Developer will indemnify and hold harmless (without limit as to amount) City and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly

caused by, arising out of or relating in any manner to the Project, the Affordable Units, or Developer's performance or non-performance under this Agreement, and shall protect and defend Indemnitees, and any of them with respect thereto, except to the extent arising from the gross negligence or willful misconduct of the City. The provisions of this section shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this section shall remain in full force and effect. So long as the HUD Capital Advance Documents in connection with the Section 202 financing provided by HUD are in effect, indemnification is prohibited, except to the extent mandated by California state law, or the extent that such indemnification is limited to liability insurance coverage or distributions approved in writing by HUD from the residual receipts or surplus cash, as defined in the HUD Regulatory Agreement. Notwithstanding the foregoing, the parties to this Agreement acknowledge and agree that the City's only relationship to this process is as a land-use regulator, and the City has no duty to ensure that the Developer performs pursuant to its separate agreements with any funding entity.

Section 19. Insurance Requirements. Developer and its successors and assigns acquiring title to the Property shall obtain, at their expense, comprehensive general liability insurance for the Project, naming Indemnitees as additional named insureds with aggregate limits of not less than Five Million Dollars (\$5,000,000), for bodily injury and death and property damage, including coverages for contractual liability and products and completed operations, purchased by Developer or its successors or assigns from an insurance company duly licensed to engage in the business of issuing such insurance in the State, with a current Best's Key Rating of not less than A-V, such insurance to be evidenced by an endorsement which so provides and delivered to the City prior to the issuance of any building permit for the Project.

Section 20. Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the addressed set forth below:

TO THE CITY:

Community Development Director
City of Auburn
1225 Lincoln Way, Room 3
Auburn, CA 95603
Telephone: 530-823-4211 x133
Facsimile: 530-885-5508

With copy to:
Michael G. Colantuono
Auburn City Attorney
11406 Pleasant Valley Road
Penn Valley, CA 95946
Telephone: 530-432-7357
Facsimile: 530-432-7356

TO THE DEVELOPER:

Mercy Housing California 49
ATTN: Asset Management
3120 Freeboard Drive, Suite 202
West Sacramento, CA 95691

With copy to Developer's limited partner:
c/o Merritt Community Capital
1970 Broadway, Suite 250
Oakland, CA 94612
Attn: Bernard Deasey

TO THE FEE OWNER:

Sisters of Mercy of the Americas West Midwest
Community, Inc.
7262 Mercy Road
Omaha, NE 68124
Attention: Community Financial Officer

With copy to:
Koley Jensen P.C., L.L.O.
1125 S. 103 Street, Suite 800
Omaha, NE 68124
Attn: Karen M. Shuler/Max J. Burbach

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

Section 21. Integrated Agreement. This Agreement constitutes the entire agreement between the parties and no modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

Section 22. Duration and Amendment of Agreement. This Agreement shall remain in effect for so long as the Property is subject to affordability obligations pursuant to the Ordinance as set forth in Section 11. This Agreement, and any section, subsection, or covenant contained herein, may be amended only upon the written consent of the City Manager who shall have authority to approve or disapprove amendments on behalf of the City.

Section 23. No Claims. Nothing contained in this Agreement shall create or justify any claim against the City by any person that Developer may have employed or with whom Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Property.

Section 24. Applicable Law. This Agreement shall be governed by California law.

Section 25. Waivers. Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Developer shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 26. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 27. Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 28. Recording of Agreement. The Fee Owner shall cause this Agreement to be recorded against the Property, in the Official Records of the County of Placer.

Section 29. Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless, be and remain in full force and effect.

Section 30. Subordination. City agrees to subordinate this Agreement to the liens securing the Wells Fargo Bank, N.A. construction loan in the approximate amount of \$8,500,000, the HOME loan from the California Department of Housing and Community Development in the amount of \$4,463,564, and the HUD 202 Capital Advance loan in the amount of \$6,073,600.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF AUBURN,
a municipal corporation

By: _____
Wilfred Wong
Community Development Director

MERCY HOUSING CALIFORNIA 49, a
California Limited Partnership

By: Mercy Housing West, a California
nonprofit public benefit corporation,
its general partner

By: _____
Stephan Daues
Vice President

ATTEST:

By: _____
Joseph G. R. LaBrie
City Clerk

SISTERS OF MERCY OF THE
AMERICAS WEST MIDWEST
COMMUNITY, INC., a Missouri nonprofit
corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Michael G. Colantuono
City Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AUBURN, COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 2 as shown on the Parcel Map entitled "Mercy Auburn Senior Apartments", according to the official plat thereof, filed in the Office of the Recorder, Placer County California on May 18, 2012, in Book 35 of Parcel Maps, at Page 34.

Excepting therefrom and from all of the above described lands all gold or silver or other precious metalliferous minerals, under said lands which may be contained in veins, leads or lodes underlying the surface at a depth of 50 feet more below the surface thereof, of the herein described real property, upon the express condition, however, that the grantor, its successors, assigns, lessees or legal representatives shall not at any time have the right to enter upon any portion of the above described lands or any part thereof for the purpose of making excavations or removing the minerals herein reserved which may be found in, under, or upon said land.

A portion of Assessor's Parcel No. 055-080-047-000

(Page intentionally blank)



Report to the Auburn City Council

Action Item

Agenda Item No. **5**

City Manager Approval

To: Mayor and City Council Members
From: Bernie Schroeder, Director of Public Works *BS*
By: Carie Huff, P.E., Associate Civil Engineer *CH*
Date: June 11, 2012
Subject: Palm Avenue Sidewalk and Bicycle Lane Project – Coastland Amendment

The Issue

Shall the City Council approve an amendment to the consultant agreement with Coastland Civil Engineering, Inc. to complete the required environmental studies and the final design for the Palm Avenue Sidewalk and Bicycle Lane Project?

Conclusion and Recommendation

Staff recommends that the City Council, by **RESOLUTION**, authorize the Director of Public Works to execute an amendment with Coastland Civil Engineering, Inc. to complete the required environmental studies and the final design for the Palm Avenue Sidewalk and Bicycle Lane Project in an amount not to exceed \$48,822.

Background

In March of 2011, Coastland Civil Engineering, Inc. presented three options for the alignment of the Palm Avenue Sidewalk Project. City Council directed staff to return with options that included separated sidewalk and also authorized an amendment to Coastland's contract for Phase 2 of the design. Coastland Civil Engineering proceeded to prepare the three additional alternatives out of the funds allocated for Phase 2 of the design. In October 2011, staff presented three additional options which included separated sidewalk and the preferred alternative was selected that included a four foot landscape strip with an eight foot shared use path on the south side of Palm Avenue. Because the three additional options requested from Coastland were outside the original scope of work, Coastland is requesting additional funds to complete the final design. As issues with the limits of existing right-of-way have been discovered during the design, right-of-way acquisition will be required from the Auburn Union School District and property owners. Additional survey is required for the right-of-way documentation and the easement descriptions. In order for Coastland and their subconsultants to complete the design and finalize survey work an additional \$30,722.00 is requested.

In addition, Caltrans has requested three environmental technical studies to satisfy the National Environmental Policy Act (NEPA) requirements:

1. Phase 1 Initial Site Assessment
2. Cultural Resource Analysis Report
3. Historical Property Survey Report

Coastland's subconsultant, North Fork Associates, will complete these studies for \$18,100.00. Once this work is authorized, the studies will be completed within two months. Due to the addition of the environmental studies, the construction of the Palm Avenue project will be delayed to the

summer of 2013. The total amount requested to complete the final design and the environmental studies is \$48,822.

Alternatives Available to Council; Implications of Alternatives

1. Select the staff recommendations.
2. Do not proceed with staff recommendation.

Fiscal Impact

Funding for this project is federal funds that are administered by the State of California Department of Transportation under the Federal Safe Routes to School program as well as Congestion Mitigation Air Quality (CMAQ) funding. Following is a breakdown of the funding:

CMAQ – Congestion Mitigation Air Quality	\$102,033
City of Auburn CMAQ Match (11.47%)	\$15,693
Federal Safe Routes to School Program (includes additional funding)	\$896,579
City of Auburn Safe Routes to School Match (10%)	\$89,657
Total	\$1,103,962

The Safe Routes to School and CMAQ grants require the City of Auburn to match in an amount of \$105,350 and will be responsible for any additional money over the grant amount. It is anticipated that these funds will be allocated from the Highway 49 Traffic Mitigation Funds of which \$301,388 is available.

The City of Auburn awarded Coastland Civil Engineering \$99,533 to complete the preliminary and the final design (engineering plans and specifications). In March of 2012, an amendment was approved for the design of PCWA infrastructure in an amount not to exceed \$18,040. All costs associated with the PCWA design and construction will be fully reimbursed by PCWA. The addition of amendment 3 brings Coastland's contract to \$166,395. For the purposes of discussion, PCWA's fully reimbursable portion of the contract will be removed for simplification.

Following are the estimates to complete the project which include City of Auburn staff time, construction administration and materials testing (\$15,000, \$50,000 and \$10,000 respectively).

Coastland Civil Engineering Design	\$148,355
City of Auburn Staff Time (estimate)	\$15,000
Construction Administration (estimate)	\$50,000
Construction Materials Testing (estimate)	\$10,000
Total	\$223,355

Therefore, the City of Auburn has \$880,607 to spend on the construction of Palm Avenue Sidewalk and Bicycle Lane Project without authorizing additional money.

Attachments:

*Coastland Amendment
Resolution*

RESOLUTION NO. 12-

RESOLUTION AUTHORIZING AN AMENDMENT WITH COASTLAND CIVIL
ENGINEERING FOR THE PALM AVENUE SIDEWALK AND BICYCLE LANE
PROJECT

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the Director of Public Works to execute an amendment with Coastland Civil Engineering, Inc. to complete the required environmental studies and the final design for the Palm Avenue Sidewalk and Bicycle Lane Project in an amount not to exceed \$48,822.00.

A true and correct copy of the Agreement is attached hereto as Exhibit "A."

DATED: June 11, 2012

Kevin Hanley, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular session meeting of the City Council of the City of Auburn held on the 11th day of June 2012 by the following vote on roll call:

Ayes:
Noes:
Absent:

Joseph G. R. Labrie, City Clerk

AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT

(City of Auburn and Coastland Civil Engineering, Inc.)

This Amendment No. 3 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 10th day of May 2012 at Auburn, California, by and between the City of Auburn, a municipal corporation, 1225 Lincoln Way, Auburn, California 95603 ("City") and Coastland Civil Engineering, Inc., 11810 Kemper Road, Auburn, CA 95603 ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated May 10, 2010 in the following fashion:

- A. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.1 – Scope of Services as set forth in "Consultant's" June 4, 2012 Additional Work and Cost to Complete – Design Phase Services and Environmental Phases Services proposal to "City" attached hereto as Exhibit A-1 and Exhibit A-2 and incorporated herein by this reference.
- B. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

3.3 "Expiration Date": December 31st, 2013.
- C. "City" and "Contractor" desire to amend the "Agreement" by modifying the total compensation and costs payable to "Consultant" under this "Agreement" to a not-to-exceed sum of \$166,395.00.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

By: _____
Bernie Schroeder
Director of Public Works

Date: _____

"Consultant"
Coastland Civil Engineering, Inc.

By: _____
Joseph Machado
Principal Designer

Date: _____

By: _____
Scott Reynolds
Principal

Date: _____

Attest:


By: _____
Amy Lind, City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

June 4, 2012


 WORK ESTIMATE City of Auburn - Palm Avenue Safe Routes to School											
Task Information		Billing Classification & Rate							Hours & Cost		
TASK	Principal Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	CAD Designer	Const. Manager	Admin	Subconsultant Cost	TOTAL HOURS	TOTAL FEE	COMMENTS
	\$175	\$145	\$130	\$115	\$100	\$120	\$72				
ADDITIONAL WORK & COST TO COMPLETE - DESIGN PHASE SERVICES											
1 Additional Final Design											
Address Property Owner Issues - Easley		4			8				12	\$1,380	
Address Property Owner Issues - Dwelle		4			8				12	\$1,380	
Finalize Plans		10	6		30				46	\$5,230	
Finalize Technical Specifications		2	4						6	\$810	
Revise Estimate		2			4				6	\$690	
Subtotal								\$0	82	\$9,490	
2 Additional Survey Work											
Plats & Legal Descriptions (7 additional)		4			2			\$11,109	6	\$11,889	See Note 1
Documents to Facilitate Property Swap		2		/	4			\$8,073	6	\$8,763	
Subtotal								\$19,182	12	\$20,652	
3 Bid Assistance											
Respond to Questions from Bidders		2			2				4	\$490	
Subtotal								\$0	4	\$490	
Other Direct Costs (reproduction, mileage)										\$90	
Total Design Cost	0	30	10	0	58	0	0	\$19,182	98	\$30,722	See Note 2

1 Assumes City will use combined conveyance docs for road easements, slope easements and temp construction easements where they are coincident. Preparation of separate, individual documents is not included.

2 Additional environmental tasks are provided on a separate estimate.

Exhibit A-2

June 4, 2012

<div> WORK ESTIMATE</div> <div>City of Auburn - Palm Avenue Safe Routes to School</div>												
Task Information		Billing Classification & Rate						Cost Information	Hours & Cost			
TASK	Principal Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	CAD Designer	Const. Manager	Admin	Subconsultant	TOTAL	TOTAL	COMMENTS	
	\$175	\$145	\$130	\$115	\$100	\$120	\$72	Cost	HOURS	FEE		
ENVIRONMENTAL STUDIES PHASE SERVICES												
1 MEETINGS / PROJECT MANAGEMENT												
Project Management		2	4				2		8	\$954		
Review Meeting with City		2	2						4	\$550		
Coordination with Caltrans		2	8						10	\$1,330		
Subtotal								\$0	22	\$2,834		
2 PHASE 1 - ISA												
Phase 1 Initial Site Assessment Report		1	4					\$7,700	5	\$8,365		
Subtotal								\$7,700	5	\$8,365		
3 CULTURAL RESOURCES ANALYSIS												
Cultural Resources Analysis Report		1	4					\$2,650	5	\$3,315		
Historical Property Survey Report		1	4					\$2,650	5	\$3,315		
Subtotal								\$5,300	10	\$6,630		
Other Direct Costs (reproduction, mileage)										\$271		
Total Environmental Studies		0	9	26	0	0	0	\$13,000	37	\$18,100		

(Page intentionally blank)